

Justin E. Rawlins (#209915)
jrawlins@winston.com
WINSTON & STRAWN LLP
333 S. Grand Avenue, 38th Floor
Los Angeles, CA 90071-1543
Telephone: (213) 615-1700
Facsimile: (213) 615-1750

David Neier (*admitted pro hac vice*)
dneier@winston.com
WINSTON & STRAWN LLP
200 Park Avenue, 40th Floor
New York, NY 10166-4193
Telephone: (212) 294-6700
Facsimile: (212) 294-4700

Attorneys for Creditor
Tulsa Inspection Resources – PUC, LLC

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

In re:

PG&E CORPORATION

-and-

**PACIFIC GAS AND ELECTRIC
COMPANY,**

Debtors.

- ☐ Affects PG&E Corporation
☒ Affects Pacific Gas and Electric
Company
☐ Affects both Debtors

** All papers shall be filed in the Lead
Case, No. 19-30088 (DM)*

Bankruptcy Case
No. 19 - 30088 (DM)

Chapter 11
(Lead Case)
(Jointly Administered)

**NOTICE OF LIENS UNDER 11 U.S.C. § 546(b)
BY TULSA INSPECTION RESOURCES –
PUC, LLC**

PLEASE TAKE NOTICE that Tulsa Inspection Resources – PUC, LLC (“Tulsa”) is the prime contractor under a certain pre-petition Contract (Long Form), dated as of March 27, 2012, by and between Pacific Gas and Electric Company (“PG&E”) and Tulsa Inspection Resources, Inc. (Tulsa’s predecessor in interest), which contract is further referred to as PG&E Contract No. 4400006534, as

1 such contract has been amended, amended and restated or otherwise modified or supplemented from
2 time to time (the "Contract"). Tulsa was hired to provide inspection services related to gas and
3 pipelines, connections, compression stations and related projects critical for safety and required by the
4 United States Department of Transportation Pipeline and Hazardous Materials Administration and
5 California law to ensure explosions leading to loss of life and property damage do not occur, including
6 services related to maintenance and repair (collectively, the "Work").

7 Prior to the filing of the Debtors' bankruptcy case, Tulsa provided labor, equipment, services
8 and supplies to PG&E under the Contract along PG&E's pipeline in the following California counties:
9 Alameda, San Mateo, Santa Clara, Solano, Sutter and Yuba (the "Properties"). The Work under the
10 Contract is a "work of improvement" as defined under California Civ. Code § 8050(a). Under
11 California Civ. Code § 8412,

12 A direct contractor may not enforce a lien unless the contractor records a claim of lien after
13 the contractor completes the direct contract, and before the earlier of the following times:

14 (a) Ninety days after the completion of the work of improvement.

15 (b) Sixty days after the owner records a notice of completion or cessation.

16 Likewise, California Civ. Code § 8460(a) provides that,

17 (a) The claimant shall commence an action to enforce a lien within 90 days after
18 recordation of the claim of lien. If the claimant does not commence an action to enforce
19 the lien within that time, the claim of lien expires and is unenforceable

20 Pursuant to 11 U.S.C. § 546(b), Tulsa hereby gives notice in lieu of the commencement of
21 any such action to perfect, maintain, or continue Tulsa's liens. Accordingly, Tulsa requests adequate
22 protection of its liens. A true and correct copy of Tulsa's lien filed in Amador County is attached
23 hereto as Exhibit A. A true and correct copy of Tulsa's lien filed in El Dorado County is attached
24 hereto as Exhibit B. A true and correct copy of Tulsa's lien filed in Placer County is attached hereto
25 as Exhibit C. A true and correct copy of Tulsa's lien filed in San Bernardino County is attached
26 hereto as Exhibit D. A true and correct copy of Tulsa's lien filed in San Francisco County is attached
27 hereto as Exhibit E.

1 Tulsa asserts secured interests in the Properties to the fullest extent allowed by applicable law,
2 including interest and attorneys' fees. Further, Tulsa reserves the right to supplement and/or amend
3 this Notice, and reserves any and all other rights under applicable law.

4
5 Dated: April 4, 2019

6
7 Respectfully submitted,

8 WINSTON & STRAWN LLP

9 By: /s/ Justin E. Rawlins
10 Attorneys for Creditor
11 Tulsa Inspection Resources – PUC, LLC
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28